

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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XIAMEN ITG GROUP CORP. LTD.,	:	
	:	
Petitioner,	:	
-vs.-	:	ECF Case No.
	:	
PEACE BIRD TRADING CORP.,	:	<u>DECLARATION OF</u>
	:	<u>RUOFEI XIANG, ESQ.</u>
Respondent.	:	
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Ruofei Xiang, being duly sworn, deposes and says:

1. I am an attorney admitted to practice before this Honorable Court, and I am with the law firm Mazzola Lindstrom LLP, attorneys for Petitioner Xiamen ITG Group Corp. Ltd. (“Xiamen ITG”).

2. I am familiar with the facts, pleadings, and procedural history of this matter.

3. This declaration is respectfully submitted in support of Xiamen ITG’s Petition to Confirm the Arbitration Award rendered in an underlying arbitration between Xiamen ITG and Respondent Peace Bird Trading Corp. (“Peace Bird”). All exhibits annexed hereto are true and correct copies of documents it purports to be.

4. Annexed hereto as **Exhibit A** are true and correct copies of the eight separate sales contracts (“Sales Contracts”) and corresponding invoices subject to the dispute between the parties.

5. Xiamen ITG initiated arbitration proceedings against Peace Bird on November 22, 2018 with the China International Economic and Trade Arbitration Commission (“CIETAC”) in accordance with the the arbitration clauses in the Sales Contracts.

6. On March 10, 2020, CIETAC’s arbitration tribunal rendered a final award in favor of Xiamen ITG, awarding to Xiamen ITG (1) \$1,185,753.97 for the unpaid goods sold by Xiamen ITG to Peace Bird, (2) \$48,499.89 in interest up to November 6, 2018, and interest at the annual

rate of 4.75% calculated from November 7, 2018 to the date the award is paid, and (3) arbitration costs of RMB 215,372, which is the rough equivalent of \$33,506.85 under the exchange rate as of January 29, 2021. The Tribunal ordered that payments be made by Peace Bird within 30 days from the date of the award.

7. Annexed hereto as **Exhibit B** is a true and correct copy of the original award issued in Chinese dated March 10, 2020.

8. Annexed hereto as **Exhibit C** is a true and correct copy of the certified translation of the award in English.

9. Xiamen ITG is seeking a judgment of confirmation in this Court so that it may proceed to enforce the arbitration award.

10. The Sales Contracts provides that the arbitration award “shall be accepted as final and binding upon both parties.”

11. The arbitration confirms to the requirements of 9 U.S.C. §§ 9 and 207 governing confirmation of arbitration awards.

12. No prior application for confirmation of the Final Award has previously been made in this or any other Court.

13. No application to vacate the Final Award has been filed in this Court or any other court.

14. I declare under penalty of perjury that the foregoing is true and correct.

Dated: New York, NY
February 1, 2021

Respectfully submitted,

MAZZOLA LINDSTROM LLP

s/Ruofei Xiang
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